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ORIGINAL

ARIZONA CORPORATION COMMISSION

Arizona Corporation Commission
DOCKETED
NOV -2/2010DOCKETED BY
nrAZ CORP COMMISSION
DOCKET CONTROL

2010 NOV -2 A 9:48

RECEIVED

FINANCING APPLICATION

W-03936A-10-0446

Eagletail Water Co. L.L.C
UTILITY NAME_____
DOCKET NO(S)

You must complete ALL items in the application according to the instructions provided. If you have any questions regarding the application please call (602) 542-4251 for Staff assistance.

IN ORDER TO PROCESS YOUR APPLICATION
PLEASE FORWARD THE ORIGINAL
AND THIRTEEN COPIES OF THE
APPLICATION PLUS
THREE PACKETS OF THE SUPPORTING
DOCUMENTATION TO:

ARIZONA CORPORATION COMMISSION
DOCKET CONTROL CENTER
1200 WEST WASHINGTON STREET
PHOENIX, ARIZONA 85007

Eagletail Water Co. – A small community owned Water Company registered as a Limited Liability Co. engaged in business of providing water service in the Harquahala Valley approximately 64 miles west of Phoenix and 15 Miles south of Interstate 10 in Western Maricopa County, AZ. We supply water to approximately 55 customers.

On 2005 a management team of 5 members was elected to keep from losing the company due to prior management. The company since then has been operation on a volunteer basis. The Company is in compliance on all quality and regulatory issues.

The company is financing from the former owner on a 10 year \$80,000.00 Note that is now due. To date interest only has been paid on this note. The note holder has agreed to discount this note to \$57,400.00 If the company can pay cash by Nov. 1, 2010.

On November 2005 we applied for loan approval for \$80,000.00 to take advantage of the Tax Amnesty Provision to pay a tax lien we were unaware of. We had secured funding from Harquahala Valley Community Foundation. The terms were for a 15 year payback. Balance of the loan is \$61,020.64. We have again approached the foundation for a loan of \$57,400. To be combined with the remainder of the previous loan for a term of 20 years at a 4% interest. We have secured the funding for \$57,400.00 needed to take advantage of this one time offer.

THE WENDY PAINE O'BRIEN FOUNDATION

3104 East Camelback Road, #520 • Phoenix, Arizona 85016
Telephone (480) 951-1152 • Facsimile (480) 951-4304

Trustees:

Edwin Q. Barbey
John Gahan
Nancy Glenn
Robert W. Glenn
Wm. Howard O'Brien
Sarah P. O'Brien

September 14, 2010

Administrator:
Justin O'Brien

Board of Managers
Eagletail Water Company, L.C.
P.O. Box 157
Tonopah, AZ 85354

Re: Secured Promissory Note

Dear Ladies and Gentlemen:

This letter continues a series of communications between Eagletail Water Company, L.C. (the "Company") and the Wendy Paine O'Brien Foundation (the "Foundation") with respect to the Company's secured promissory note held by the Foundation (the "Note"). I am pleased to report that the Board of Trustees of the Foundation, after reviewing various alternative courses of action, have authorized the Foundation to accept a discounted payment of \$57,400 in satisfaction of the Note which has a current balance of \$82,066. This decision was made after consideration of the financial information the Company has provided to the Foundation and the desire of the Foundation to facilitate a conclusion to the loan relationship after the many years that the Note has been outstanding.

The willingness of the Foundation to accept the discounted payment is conditioned upon the payment being received by the Foundation on or before November 1, 2010. Concurrently with receipt of the \$57,400, the Foundation will deliver to the Company the Note (marked paid) and any instructions to the Trustee necessary to release the Deed of Trust on the property that is the subject of the Deed of Trust. The Company will be responsible for recording any documents.

The Company is authorized to provide a copy of this letter to any person whose consent or approval may be required in order to enable the Company to make the payment described above. I trust that this letter will be sufficient for that purpose.

Sincerely

WENDY PAINE O'BRIEN FOUNDATION

By


Wm. Howard O'Brien, President

xc: I Douglas Dunipace, Esq.

Harquahala Valley Community Benefits Foundation

September 21, 2010

Elisa Bigbey
Chairman of the Board
Eagletail Water Co. LLC
PO Box 157
Tonopah, AZ 85354

Mrs. Bigbey,

Upon review of your request for a loan from the benefits foundation to Wendy Paine O'Brien Foundation for the purpose of payment of the debt incurred by the water company, a special meeting was convened on July 8, 2010 and your request was reviewed. After lengthy discussion it was felt that an investment in our community is exactly what the charter of the foundation dictates as our mission.

By unanimous vote the loan to alleviate this debt was approved for the sum of approximately \$119,533. This amount includes the existing balance of \$62,148.43 and \$57,400.00 which includes the Wendy Paine O'Brien foundation proposal. The basic terms of the contract as discussed will be to have repayment on a monthly basis of \$724.41 for 20 years with 4% interest with no prepayment penalty for early repayment by the Eagletail Water Co. if it elects to do so.

If you have any questions, feel free to contact the Benefits Foundation.

Thank you,

A handwritten signature in black ink, appearing to read "Renee Haynes", with a long horizontal flourish extending to the right.

Renee Haynes
Benefits Foundation Board Member

PUBLIC NOTICE
OF
AN APPLICATION FOR AN ORDER

AUTHORIZING THE ISSUANCE OF Long Term Debt (security)
BY Eagletail Water Co. L.L.C. (company)

Eagletail Water ("Company") filed an Application with the Arizona Corporation Commission ("Commission") for an order authorizing Applicant to issue \$57,400. (gross proceeds) of Debt (security to be issued). The application is available for inspection during regular business hours at the office of the Commission in Phoenix, Arizona, and the Company's offices in Havahale Valley, Arizona.

Intervention in the Commission's proceedings on the application shall be permitted to any person entitled by law to intervene and having a direct substantial interest in this matter. Persons desiring to intervene must file a Motion to Intervene with the Commission which must be served upon applicant and which, at a minimum, shall contain the following information:

1. The name, address and telephone number of the proposed intervenor and of any person upon whom service of documents is to be made if different than the intervenor.
2. A short statement of the proposed intervenor's interest in the proceeding.
3. Whether the proposed intervenor desires a formal evidentiary hearing on the application and the reasons for such a hearing.
4. A statement certifying that a copy of the Motion to Intervene has been mailed to Applicant.

The granting of Motions to Intervene shall be governed by A.A.C. R14-3-105, except that all Motions to Intervene must be filed on, or before, the 15th day after this notice.

SECURED PROMISSORY NOTE

\$119,543.00

October 28, 2010

FOR VALUE RECEIVED, the undersigned, EAGLETAIL WATER COMPANY, L.C. an Arizona limited liability company ("Borrower"), hereby promises to pay HARQUAHALA VALLEY COMMUNITY BENEFITS FOUNDATION, an Arizona non-profit corporation ("Lender"), at the office of the Lender at 51501 W. Tonto St., Tonopah, AZ 85354, the principal amount of One Hundred Nineteen Five Hundred Forty-Three Thousand Dollars (119,543.00) (the "Loan"), together with interest on the principal balance outstanding hereunder, from (and including) the date hereof ("Closing Date") until (but not including) the Maturity Date (hereinafter defined), at a per annum rate equal to the Stated Interest specified below in accordance with the following terms and conditions.

THIS SECURED PROMISSORY NOTE ("NOTE") SHALL NOT BE NEGOTIABLE, ASSIGNABLE OR OTHERWISE TRANSFERABLE WITHOUT PRIOR WRITTEN NOTICE TO THE BORROWER.

1. Stated Interest Rate. The principal balance outstanding hereunder from time to time shall bear interest at the Stated Interest Rate. The "State Interest Rate" shall be equal to:
 - (a) from the Closing Date through the fifth (5th) year anniversary of the Closing Date, the rate of 4.0% as adjusted quarterly, in accordance with the lowest Long-term Quarterly Applicable Federal Rate under the Internal Revenue Code of 1986, Section 1274 (d), computed on the basis of the actual number of days elapsed and a year of 365 days, applied to the principal balance from time to time outstanding hereunder; and
 - (b) from the fifth (5th) year anniversary of the Closing Date to the Maturity Date, an interest rate mutually agreed to in writing by the Borrower and the Lender which shall not exceed the prime rate of interest reported in *The Wall Street Journal* (adjusted on the first (1st) day of each month) per annum, computed on the basis of the actual number of days elapsed and a year of 365 days, applied to the principal balance from time to time outstanding hereunder.
2. Payments. This Secured Promissory Note ("Note") shall be payable as follows:
 - (a) Interest. Accrued and unpaid interest at the Stated Interest Rate shall be payable commencing on the first (1st) month anniversary of the Closing Date, and on the last day of each calendar month thereafter until the full repayment of the principal balance outstanding as set forth in Section 2(b) below.

(b) Principal. Principal payments of Seven Hundred Twenty-Four Dollars and Forty-One cents (\$724.41) each shall be payable commencing on the first (1st) month anniversary of the Closing Date, and on the last day of each calendar month thereafter (with the final such monthly payment due on the Maturity Date (as defined below)); provided, however, that the final payment of principal due under this Section 2(b) shall be reduced by the total amount of any prepayment of principal made pursuant to Section 4 of this Note. The "Maturity Date" of this Note shall be November 25, 2030.

3. Application and Place of Payments. Payments received by Lender with respect to the indebtedness evidenced hereby shall first be applied to accrued and unpaid interest, next to the principal balance then outstanding hereunder, and the remainder to any costs or added charges provided for herein. Payments hereunder shall be made at the address for Lender first set forth above, to the attention of the Foundation Board, or at such other address as Lender may specify to Borrower in writing.

4. Prepayments. Payments of principal hereof may be made at any time, or from time to time, in whole or in part, without penalty.

5. Events of Default; Acceleration. The occurrence of any one or more of the following events shall constitute an "Event of Default" hereunder, and upon such Event of Default, the entire principal balance outstanding hereunder, together with all accrued interest and other amounts payable hereunder, at the election of the Lender, shall become immediately due and payable upon written notice to Borrower:

(a) the failure of the Borrower to pay any amount due under this Note within twenty (20) business days after the Lender notifies the Borrower in writing of such nonpayment; or

(b) Borrower makes an assignment for the benefit of creditors, or suffers proceedings under any law related to bankruptcy, insolvency, liquidation or the reorganization, readjustment or the release of debtors to be instituted against it and if contested by it not dismissed or stayed withing sixty (60) days; or

(c) any petition shall be filed by or against Borrower under the United States Bankruptcy Code, as amended, or under any similar law or statute of the United States or any state thereof, and such petition shall not be dismissed within sixty (60) days of filing, or the Borrower shall be adjudged bankrupt or insolvent in proceedings filed thereunder; or

- (d) a receiver or trustee shall be appointed for all or substantially all of the assets of the Borrower, and such appointment shall not be vacated or otherwise terminated, and the action in which such appointment was ordered dismissed, within sixty (60) days of filing.
6. Security. To the extent permitted by the Arizona Corporation Commission (the "ACC") and the Maricopa County Board or Supervisors, the Borrower's obligations under this Note shall be secured by that certain water utility franchise and Certificate of Convenience and Necessity (collectively, "Operating Authority") obtained by the Borrower from the Maricopa County Board of Supervisors and the ACC, respectively. Upon written request from the Lender, the Borrower agrees to take such actions as are reasonably necessary to lawfully transfer its Operating Authority to the Lender upon the occurrence of an Event of Default.
7. Subordination. The indebtedness evidenced by this Note is hereby expressly subordinated, to the extent and in the manner hereinafter set forth, in right of payment to the prior payment in full of certain of the Borrower's Senior Indebtedness. "Senior Indebtedness" for the purposes of this Note shall mean the principal of and unpaid accrued interest evidenced by that certain Secured Promissory Note, dated May 21, 2000, issued by the Borrower to Randolph H. Brownell, and subsequently assigned to the Wendy Paine O'Brien Foundation.
8. Default on Senior Indebtedness. Upon any receivership, insolvency, assignment for the benefit of creditors, bankruptcy, reorganization or arrangements with creditors (whether or not pursuant to bankruptcy or other insolvency laws), dissolution, liquidation or other marshaling of the assets and liabilities of the Company (i) no amount shall be paid by the Borrower in respect of the principal of or interest on this Note at the time outstanding, unless and until any defaults on the Senior Indebtedness have been cured or waived or shall have ceased to exist. If there occurs an even of default that has been declared in writing with respect to any Senior Indebtedness, or in the instrument under which such Senior Indebtedness is outstanding, permitting the lender of such Senior Indebtedness to accelerated the maturity thereof, then , unless and until such event of default shall have been cured or waived or shall have ceased to exist, or all Senior Indebtedness shall have been paid in full, no payment shall be made in respect of the principal or interest on this Note without the approval of the lender(s) of the Senior Indebtedness.
9. Effect of Subordination. Subject to the rights, if any of the holders of the Senior Indebtedness under Sections 7 and 8 above to receive cash, securities or other properties otherwise payable or deliverable to the Lender, nothing contained in Sections 7 and 8 above shall impair, as

between the Borrower and the Lender, the obligation of the Borrower, subject to the terms and conditions hereof, to pay the Lender the principal or interest on this Note as and when it becomes due and payable.

10. Use of Proceeds. The proceeds of the Loan may only be used by the Borrower for purposed related to the payment of the Senior indebtedness and the existing loan from Harquahala Valley Community Benefits Foundation.
11. Costs of Collection. Borrower agrees to pay all costs of collection, including, without limitation, reasonable attorneys' fees, whether or not suit is filed, and all reasonable costs of suit and preparation of suit (whether at trial or appellate level), in the event any payment of principal, interest or other amount is not paid when due, or is case it becomes necessary to protect the collateral which is security for the indebtedness evidenced hereby.
12. No Waiver by Lender. Failure of the Lender to exercise any option hereunder shall not constitute a waiver of the right to exercise the same in the even of any subsequent default or in the event of continuance of any existing default after demand for strict performance hereof. The Borrower agrees that the granting without notice of any extension or extensions of time for payment of any sum or sums due hereunder, or for the performance of any covenant, condition, or agreement hereof, shall in no way release or discharge the liability of the Borrower.
13. Governing Law. This Note shall be construed in accordance with and governed by the laws of the State of Arizona, without regard to the choice of law rules of the State of Arizona. Borrower hereby consents to the jurisdiction of the courts of the State of Arizona and the U.S. District Court for the District of Arizona and agrees that the proper venue for any suit or proceeding arising out of this Note shall be in Maricopa County, Arizona.
14. Amendments. No amendment, modification, change, waiver, release or discharge hereof and hereunder shall be effective unless evidenced by an instrument in writing and signed by the party against who enforcement is sought.
15. Severability. If any provision hereof is invalid or unenforceable, the other provisions hereof shall remain in full force and effect and shall be liberally construed in favor of Lender to effectuate the other provisions hereof.

16. Binding Nature. The provisions of this Note shall be binding upon Borrower and its successors and assigns, and shall inure to the benefit of Lender and any subsequent permitted holder of all or any portion of this Note, and their respective successors and assigns.

17. Notice. Any notice or other communication with respect to this Note shall: (a) be in writing; (b) be effective on the day of hand-delivery thereof to the party to whom directed, one day following the day of deposit thereof with delivery charges prepaid, with a national overnight delivery service, or two days following the days of deposit thereof with postage prepaid with the United States Postal Service, by regular first class, certified or registered mail; and (c) directed as follows:

If directed to Lender, be addressed to Lender at the address for Lender set forth below, or to such other address as Lender shall have specified to Borrower by like notice in writing:

Harquahala Valley Community Benefits Foundation
Attention: Board of Directors
P.O. Box 1205
Tonopah, AZ 85354

If directed to Borrower, be addressed to Borrower at the address for Borrower set forth below, or to such other address as Borrower shall have specified by like notice:

Eagletail Water Company, L.C.
Attention: Chairman and Members
P.O. Box 157
Tonopah, AZ 85354

18. Section Headings. The section headings set forth in this Note are for convenience only and shall not have substantive meaning hereunder or be deemed part of this Note.

19. Construction. This Note shall be construed as a whole, in accordance with its fair meaning, and without regard to or taking into account any presumption or other rule of law requiring construction against the party preparing the Note.

20. Limitation of Liability. The members, managers, officers or agents of the Borrower, to the fullest extent authorized or permitted by law, shall not be held personally liable solely by reason of being a member, manager, officer or agent for the debts, obligations and liabilities of the Borrower, including without limitation the debts, obligations and

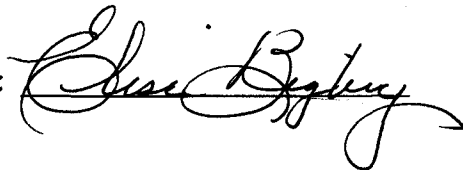
liabilities under this Note, whether arising in contract or tort, under a judgment, decree or order of a court or otherwise.

21. Loss or Destruction of Note. Upon receipt by Borrower of evidence satisfactory to it of the loss, theft, destruction or mutilation of this Note, or in the case of loss, theft or destruction of an indemnity satisfactory to it, and in the case of mutilation, upon surrender and cancellation of this Note, Borrower shall execute and deliver a new Note on like tenor and date.

IN WITNESS WHEREOF, Borrower has executed this Note as of the date first set forth above.

BORROWER:

EAGLETAIL WATER COMPANY, L.C.,
an Arizona limited liability company

By: 

Its: Chairman

Address: P.O. Box 157
Tonopah, AZ 85354

Register Report - All Dates

1/27/2006 through 9/27/2010

9/27/2010

Page 1

Date	Account	Num	Description	Memo	Category	Clr	Amount
BALANCE 1/26/2006							0.00
1/27/2006	Eagletail Water		Opening Bala...	[Eagletail Wat...			80,000.00
11/2/2006	Eagletail Water		Balance Adjus...	[Eagletail Wat...			-2,821.68
1/23/2007	Eagletail Water		Eagletail Water	[HVCBF CHE...			-962.39
4/26/2007	Eagletail Water		Eagletail Water	[HVCBF CHE...			-973.51
8/13/2007	Eagletail Water		Eagletail Water	[HVCBF CHE...			-984.76
11/15/2007	Eagletail Water		Eagletail Water	[HVCBF CHE...			-996.14
1/14/2008	Eagletail Water		Eagletail Water	[HVCBF CHE...			-1,007.66
5/14/2008	Eagletail Water		Eagletail Water	[HVCBF CHE...			-1,019.31
10/6/2008	Eagletail Water		Eagletail Water	[HVCBF CHE...			-1,031.09
10/31/2008	Eagletail Water		Eagletail Water	[HVCBF CHE...			-1,584.99
12/18/2008	Eagletail Water		Eagletail Water	[HVCBF CHE...			-1,043.00
2/28/2009	Eagletail Water		Eagletail Water	[HVCBF CHE...			-1,055.06
6/8/2009	Eagletail Water		Eagletail Water	[HVCBF CHE...			-1,067.25
9/24/2009	Eagletail Water		Eagletail Water	[HVCBF CHE...			-1,079.59
12/8/2009	Eagletail Water		Eagletail Water	[HVCBF CHE...			-1,110.39
4/5/2010	Eagletail Water		Eagletail Water	[HVCBF CHE...			-1,114.75
7/31/2010	Eagletail Water		Eagletail Water	[HVCBF CHE...			-1,127.79
1/27/2006 - 9/27/2010							61,020.64
BALANCE 9/27/2010							61,020.64

TOTAL INFLOWS 80,000.00

TOTAL OUTFLOWS -18,979.36

NET TOTAL 61,020.64

8:58 AM

10/16/10

Accrual Basis

Eagletail Water Company L.L.C.

Balance Sheet

As of October 16, 2010

	Oct 16, 10
ASSETS	
Current Assets	
Checking/Savings	
131.10 · Checking - Bank of America-4926	-552.89
131.15 · Checking - Chase-6227	1,014.18
131.20 · Water Leak Account - Chase-1269	504.94
131.25 · High Yield Savings - Chase-5435	873.44
Total Checking/Savings	<u>1,839.67</u>
Accounts Receivable	
141 · Accounts Receivable	6,735.71
Total Accounts Receivable	<u>6,735.71</u>
Other Current Assets	
142 · Undeposited Funds	1,021.57
Total Other Current Assets	<u>1,021.57</u>
Total Current Assets	<u>9,596.95</u>
Fixed Assets	
304 · Structures & Improvements	2,765.52
307 · Wells & Springs	61,686.46
311 · Pumping Equipment	22,136.58
320 · Water Treatment Equipment	8,601.47
331 · Trans & Dist Mains	75,014.65
334 · Meters & Meter Installations	5,216.91
108 · Accumulated Depreciation	-63,532.97
Total Fixed Assets	<u>111,888.62</u>
TOTAL ASSETS	<u>121,485.57</u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
236.10 · Sales Tax Payable	905.54
Total Other Current Liabilities	<u>905.54</u>
Total Current Liabilities	<u>905.54</u>
Long Term Liabilities	
252.2 · Meter Deposits	2,663.14
224 · Wendy Paine O'Brien Foundation	76,306.76
226 · Harquahala Community Foundation	59,284.88
Total Long Term Liabilities	<u>138,254.78</u>
Total Liabilities	<u>139,160.32</u>
Equity	
218 · Member Capital	
218.10 · Membership Shares Receivable	-240.00
218 · Member Capital - Other	-24,508.62
Total 218 · Member Capital	<u>-24,748.62</u>
215 · Retained Earnings	-2,949.66
Net Income	10,023.53
Total Equity	<u>-17,674.75</u>
TOTAL LIABILITIES & EQUITY	<u>121,485.57</u>

10:00 AM

10/18/10

Accrual Basis

Eagletail Water Company L.L.C.
Balance Sheet Prev Year Comparison
 As of October 16, 2010

	Oct 16, 10	Oct 16, 09	\$ Change	% Change
ASSETS				
Current Assets				
Checking/Savings				
131.10 - Checking - Bank of America-4926	-552.89	-541.89	-11.00	-2.0%
131.16 - Checking - Chase-6227	1,763.08	252.77	1,510.31	597.5%
131.20 - Water Leak Account - Chase-1269	504.94	1,010.77	-505.83	-50.0%
131.26 - High Yield Savings - Chase-6435	873.44	873.08	0.36	0.0%
Total Checking/Savings	2,588.57	1,594.73	993.84	62.3%
Accounts Receivable				
141 - Accounts Receivable	6,735.71	7,014.21	-278.50	-4.0%
Total Accounts Receivable	6,735.71	7,014.21	-278.50	-4.0%
Other Current Assets				
142 - Undeposited Funds	272.67	140.79	131.88	93.7%
Total Other Current Assets	272.67	140.79	131.88	93.7%
Total Current Assets	9,596.95	8,749.73	847.22	9.7%
Fixed Assets				
304 - Structures & Improvements	2,765.52	2,765.52	0.00	0.0%
307 - Wells & Springs	61,686.46	61,686.46	0.00	0.0%
311 - Pumping Equipment	22,136.58	22,136.58	0.00	0.0%
320 - Water Treatment Equipment	8,601.47	8,601.47	0.00	0.0%
331 - Trans & Dist Mains	75,014.65	75,014.65	0.00	0.0%
334 - Meters & Meter Installations	5,216.91	5,216.91	0.00	0.0%
108 - Accumulated Depreciation	-63,532.97	-54,761.89	-8,771.08	-16.0%
Total Fixed Assets	111,888.62	120,659.70	-8,771.08	-7.3%
TOTAL ASSETS	121,485.57	129,409.43	-7,923.86	-6.1%
LIABILITIES & EQUITY				
Liabilities				
Current Liabilities				
Other Current Liabilities				
236.10 - Sales Tax Payable	905.54	610.87	294.67	48.2%
Total Other Current Liabilities	905.54	610.87	294.67	48.2%
Total Current Liabilities	905.54	610.87	294.67	48.2%
Long Term Liabilities				
262.2 - Meter Deposits	2,663.14	2,971.54	-308.40	-10.4%
224 - Wendy Paine O'Brien Foundation	76,306.76	75,896.40	410.36	0.5%
226 - Harquahala Community Foundation	59,284.88	63,597.17	-4,312.29	-6.8%
Total Long Term Liabilities	138,254.78	142,465.11	-4,210.33	-3.0%
Total Liabilities	139,160.32	143,075.98	-3,915.66	-2.7%
Equity				
218 - Member Capital				
218.10 - Membership Shares Receivable	-240.00	-240.00	0.00	0.0%
218 - Member Capital - Other	-24,508.62	-19,902.78	-4,605.84	-23.1%
Total 218 - Member Capital	-24,748.62	-20,142.78	-4,605.84	-22.9%
215 - Retained Earnings	-2,949.66	-4,605.84	1,656.18	36.0%
Net Income	10,023.53	11,082.07	-1,058.54	-9.6%
Total Equity	-17,674.75	-13,666.55	-4,008.20	-29.3%
TOTAL LIABILITIES & EQUITY	121,485.57	129,409.43	-7,923.86	-6.1%

Loan Schedule for Account "Eagletail Water"

Pmt	Date	Principal	Interest	Balance
Bal	1/27/2008	Opening Bal		80,000.00
Bal	11/2/2008	2,821.68		77,178.32
1	1/23/2007	3,784.07	892.04	76,215.93
	1/27/2007	Rate - 4.650%	New Pmt -	1,854.43
2	4/26/2007	4,757.58	1,772.96	75,242.42
3	8/13/2007	5,742.34	2,842.63	74,257.66
4	11/15/2007	6,738.48	3,500.92	73,261.52
5	1/14/2008	7,746.14	4,347.69	72,253.86
6	5/14/2008	8,765.45	5,182.81	71,234.55
7	10/6/2008	9,796.54	6,006.15	70,203.46
8	10/31/2008	11,381.53	6,275.59	68,618.47
9	12/18/2008	12,424.53	7,087.02	67,575.47
10	2/26/2009	13,479.59	7,886.39	66,520.41
11	6/8/2009	14,546.84	8,673.57	65,453.16
12	9/24/2009	15,626.43	9,448.41	64,373.57
13	12/8/2009	16,736.82	10,192.45	63,263.18
	1/28/2010	Rate - 4.650%	New Pmt -	1,854.43
	1/31/2010	Rate - 4.650%	New Pmt -	1,854.43
14	4/5/2010	17,851.57	10,932.13	62,148.43
	7/31/2010	Rate - 4.650%	New Pmt -	1,854.43
15	7/31/2010	18,979.36	11,658.77	61,020.64

Projected Payments

16	10/31/2010	20,120.33	12,372.23	59,879.67
17	1/31/2011	21,274.84	13,072.35	58,725.36
18	4/30/2011	22,442.45	13,758.97	57,557.55
19	7/31/2011	23,623.91	14,431.94	56,376.09
20	10/31/2011	24,819.19	15,091.09	55,180.81
21	1/31/2012	26,028.44	15,736.27	53,971.56
22	4/30/2012	27,251.83	16,367.31	52,748.17
23	7/31/2012	28,489.52	16,984.05	51,510.48
24	10/31/2012	29,741.69	17,586.31	50,258.31
25	1/31/2013	31,008.50	18,173.93	48,991.50
26	4/30/2013	32,290.12	18,746.74	47,709.88
27	7/31/2013	33,586.72	19,304.57	46,413.28
28	10/31/2013	34,898.48	19,847.24	45,101.52
29	1/31/2014	36,225.58	20,374.57	43,774.42
30	4/30/2014	37,568.20	20,886.38	42,431.80
31	7/31/2014	38,926.51	21,382.50	41,073.49
32	10/31/2014	40,300.71	21,862.73	39,699.29
33	1/31/2015	41,690.97	22,326.90	38,309.03
34	4/30/2015	43,097.49	22,774.81	36,902.51
35	7/31/2015	44,520.45	23,206.28	35,479.55
36	10/31/2015	45,960.05	23,621.11	34,039.95
37	1/31/2016	47,416.48	24,019.11	32,583.52
38	4/30/2016	48,889.94	24,400.08	31,110.06
39	7/31/2016	50,380.63	24,763.82	29,619.37
40	10/31/2016	51,888.75	25,110.13	28,111.25
41	1/31/2017	53,414.50	25,438.81	26,585.50
42	4/30/2017	54,958.09	25,749.65	25,041.91
43	7/31/2017	56,519.73	26,042.44	23,480.27
44	10/31/2017	58,099.63	26,316.97	21,900.37
45	1/31/2018	59,698.00	26,573.03	20,302.00

Loan Schedule for Account "Eagletail Water"

Pmt	Date	Principal	Interest	Balance
46	4/30/2018	61,315.06	26,810.40	18,684.94
47	7/31/2018	62,951.02	27,028.87	17,048.98
48	10/31/2018	64,606.11	27,228.21	15,393.89
49	1/31/2019	66,280.55	27,408.20	13,719.45
50	4/30/2019	67,974.57	27,568.61	12,025.43
51	7/31/2019	69,688.40	27,709.21	10,311.60
52	10/31/2019	71,422.27	27,829.77	8,577.73
53	1/31/2020	73,176.41	27,930.06	6,823.59
54	4/30/2020	74,951.06	28,009.84	5,048.94
55	7/31/2020	76,746.46	28,068.87	3,253.54
56	10/31/2020	78,562.85	28,106.91	1,437.15
57	1/31/2021	80,000.00	28,123.71	0.00

Opening Date: 1/27/2006
Loan Amount: 80,000.00
Payment Amount: 1,854.43
Current Interest Rate: 4.650%
Original Length: 15 Years
Payment Frequency: Quarterly
Compounding Period: Daily

Payee: Eagletail Water
Current Balance: 61,020.64
Remaining Pmts: 42
Final Pmt Date: 1/31/2021

Loan Schedule for Account "Eagletail 2"

Pmt	Date	Principal	Interest	Balance
Bal	11/25/2010	Opening Bal		119,543.00

Projected Payments

		Rate - 4%	New Pmt -	
	12/25/2010			724.41
1	12/25/2010	325.93	398.48	119,217.07
2	1/25/2011	327.02	397.39	118,890.05
3	2/25/2011	328.11	396.30	118,561.94
4	3/25/2011	329.20	395.21	118,232.74
5	4/25/2011	330.30	394.11	117,902.44
6	5/25/2011	331.40	393.01	117,571.04
7	6/25/2011	332.51	391.90	117,238.53
8	7/25/2011	333.61	390.80	116,904.92
9	8/25/2011	334.73	389.68	116,570.19
10	9/25/2011	335.84	388.57	116,234.35
11	10/25/2011	336.96	387.45	115,897.39
12	11/25/2011	338.09	386.32	115,559.30
13	12/25/2011	339.21	385.20	115,220.09
14	1/25/2012	340.34	384.07	114,879.75
15	2/25/2012	341.48	382.93	114,538.27
16	3/25/2012	342.62	381.79	114,195.65
17	4/25/2012	343.76	380.65	113,851.89
18	5/25/2012	344.90	379.51	113,506.99
19	6/25/2012	346.05	378.36	113,160.94
20	7/25/2012	347.21	377.20	112,813.73
21	8/25/2012	348.36	376.05	112,465.37
22	9/25/2012	349.53	374.88	112,115.84
23	10/25/2012	350.69	373.72	111,765.15
24	11/25/2012	351.86	372.55	111,413.29
25	12/25/2012	353.03	371.38	111,060.26
26	1/25/2013	354.21	370.20	110,706.05
27	2/25/2013	355.39	369.02	110,350.66
28	3/25/2013	356.57	367.84	109,994.09
29	4/25/2013	357.76	366.65	109,636.33
30	5/25/2013	358.96	365.45	109,277.37
31	6/25/2013	360.15	364.26	108,917.22
32	7/25/2013	361.35	363.06	108,555.87
33	8/25/2013	362.56	361.85	108,193.31
34	9/25/2013	363.77	360.64	107,829.54
35	10/25/2013	364.98	359.43	107,464.56
36	11/25/2013	366.19	358.22	107,098.37
37	12/25/2013	367.42	356.99	106,730.95
38	1/25/2014	368.64	355.77	106,362.31
39	2/25/2014	369.87	354.54	105,992.44
40	3/25/2014	371.10	353.31	105,621.34
41	4/25/2014	372.34	352.07	105,249.00
42	5/25/2014	373.58	350.83	104,875.42
43	6/25/2014	374.83	349.58	104,500.59
44	7/25/2014	376.07	348.34	104,124.52
45	8/25/2014	377.33	347.08	103,747.19
46	9/25/2014	378.59	345.82	103,368.60
47	10/25/2014	379.85	344.56	102,988.75
48	11/25/2014	381.11	343.30	102,607.64
49	12/25/2014	382.38	342.03	102,225.26

Loan Schedule for Account "Eagletail 2"

Pmt	Date	Principal	Interest	Balance
50	1/25/2015	383.66	340.75	101,841.60
51	2/25/2015	384.94	339.47	101,456.66
52	3/25/2015	386.22	338.19	101,070.44
53	4/25/2015	387.51	336.90	100,682.93
54	5/25/2015	388.80	335.61	100,294.13
55	6/25/2015	390.10	334.31	99,904.03
56	7/25/2015	391.40	333.01	99,512.63
57	8/25/2015	392.70	331.71	99,119.93
58	9/25/2015	394.01	330.40	98,725.92
59	10/25/2015	395.32	329.09	98,330.60
60	11/25/2015	396.64	327.77	97,933.96
61	12/25/2015	397.96	326.45	97,536.00
62	1/25/2016	399.29	325.12	97,136.71
63	2/25/2016	400.62	323.79	96,736.09
64	3/25/2016	401.96	322.45	96,334.13
65	4/25/2016	403.30	321.11	95,930.83
66	5/25/2016	404.64	319.77	95,526.19
67	6/25/2016	405.99	318.42	95,120.20
68	7/25/2016	407.34	317.07	94,712.86
69	8/25/2016	408.70	315.71	94,304.16
70	9/25/2016	410.06	314.35	93,894.10
71	10/25/2016	411.43	312.98	93,482.67
72	11/25/2016	412.80	311.61	93,069.87
73	12/25/2016	414.18	310.23	92,655.69
74	1/25/2017	415.56	308.85	92,240.13
75	2/25/2017	416.94	307.47	91,823.19
76	3/25/2017	418.33	306.08	91,404.86
77	4/25/2017	419.73	304.68	90,985.13
78	5/25/2017	421.13	303.28	90,564.00
79	6/25/2017	422.53	301.88	90,141.47
80	7/25/2017	423.94	300.47	89,717.53
81	8/25/2017	425.35	299.06	89,292.18
82	9/25/2017	426.77	297.64	88,865.41
83	10/25/2017	428.19	296.22	88,437.22
84	11/25/2017	429.62	294.79	88,007.60
85	12/25/2017	431.05	293.36	87,576.55
86	1/25/2018	432.49	291.92	87,144.06
87	2/25/2018	433.93	290.48	86,710.13
88	3/25/2018	435.38	289.03	86,274.75
89	4/25/2018	436.83	287.58	85,837.92
90	5/25/2018	438.28	286.13	85,399.64
91	6/25/2018	439.74	284.67	84,959.90
92	7/25/2018	441.21	283.20	84,518.69
93	8/25/2018	442.68	281.73	84,076.01
94	9/25/2018	444.16	280.25	83,631.85
95	10/25/2018	445.64	278.77	83,186.21
96	11/25/2018	447.12	277.29	82,739.09
97	12/25/2018	448.61	275.80	82,290.48
98	1/25/2019	450.11	274.30	81,840.37
99	2/25/2019	451.61	272.80	81,388.76
100	3/25/2019	453.11	271.30	80,935.65
101	4/25/2019	454.62	269.79	80,481.03
102	5/25/2019	456.14	268.27	80,024.89
103	6/25/2019	457.66	266.75	79,567.23

Loan Schedule for Account "Eagletail 2"

Pmt	Date	Principal	Interest	Balance
104	7/25/2019	459.19	265.22	79,108.04
105	8/25/2019	460.72	263.69	78,647.32
106	9/25/2019	462.25	262.16	78,185.07
107	10/25/2019	463.79	260.62	77,721.28
108	11/25/2019	465.34	259.07	77,255.94
109	12/25/2019	466.89	257.52	76,789.05
110	1/25/2020	468.45	255.96	76,320.60
111	2/25/2020	470.01	254.40	75,850.59
112	3/25/2020	471.57	252.84	75,379.02
113	4/25/2020	473.15	251.26	74,905.87
114	5/25/2020	474.72	249.69	74,431.15
115	6/25/2020	476.31	248.10	73,954.84
116	7/25/2020	477.89	246.52	73,476.95
117	8/25/2020	479.49	244.92	72,997.46
118	9/25/2020	481.09	243.32	72,516.37
119	10/25/2020	482.69	241.72	72,033.68
120	11/25/2020	484.30	240.11	71,549.38
121	12/25/2020	485.91	238.50	71,063.47
122	1/25/2021	487.53	236.88	70,575.94
123	2/25/2021	489.16	235.25	70,086.78
124	3/25/2021	490.79	233.62	69,595.99
125	4/25/2021	492.42	231.99	69,103.57
126	5/25/2021	494.06	230.35	68,609.51
127	6/25/2021	495.71	228.70	68,113.80
128	7/25/2021	497.36	227.05	67,616.44
129	8/25/2021	499.02	225.39	67,117.42
130	9/25/2021	500.69	223.72	66,616.73
131	10/25/2021	502.35	222.06	66,114.38
132	11/25/2021	504.03	220.38	65,610.35
133	12/25/2021	505.71	218.70	65,104.64
134	1/25/2022	507.39	217.02	64,597.25
135	2/25/2022	509.09	215.32	64,088.16
136	3/25/2022	510.78	213.63	63,577.38
137	4/25/2022	512.49	211.92	63,064.89
138	5/25/2022	514.19	210.22	62,550.70
139	6/25/2022	515.91	208.50	62,034.79
140	7/25/2022	517.63	206.78	61,517.16
141	8/25/2022	519.35	205.06	60,997.81
142	9/25/2022	521.08	203.33	60,476.73
143	10/25/2022	522.82	201.59	59,953.91
144	11/25/2022	524.56	199.85	59,429.35
145	12/25/2022	526.31	198.10	58,903.04
146	1/25/2023	528.07	196.34	58,374.97
147	2/25/2023	529.83	194.58	57,845.14
148	3/25/2023	531.59	192.82	57,313.55
149	4/25/2023	533.36	191.05	56,780.19
150	5/25/2023	535.14	189.27	56,245.05
151	6/25/2023	536.93	187.48	55,708.12
152	7/25/2023	538.72	185.69	55,169.40
153	8/25/2023	540.51	183.90	54,628.89
154	9/25/2023	542.31	182.10	54,086.58
155	10/25/2023	544.12	180.29	53,542.46
156	11/25/2023	545.94	178.47	52,996.52
157	12/25/2023	547.75	176.66	52,448.77

Loan Schedule for Account "Eagletail 2"

Pmt	Date	Principal	Interest	Balance
158	1/25/2024	549.58	174.83	51,899.19
159	2/25/2024	551.41	173.00	51,347.78
160	3/25/2024	553.25	171.16	50,794.53
161	4/25/2024	555.09	169.32	50,239.44
162	5/25/2024	556.95	167.46	49,682.49
163	6/25/2024	558.80	165.61	49,123.69
164	7/25/2024	560.66	163.75	48,563.03
165	8/25/2024	562.53	161.88	48,000.50
166	9/25/2024	564.41	160.00	47,436.09
167	10/25/2024	566.29	158.12	46,869.80
168	11/25/2024	568.18	156.23	46,301.62
169	12/25/2024	570.07	154.34	45,731.55
170	1/25/2025	571.97	152.44	45,159.58
171	2/25/2025	573.88	150.53	44,585.70
172	3/25/2025	575.79	148.62	44,009.91
173	4/25/2025	577.71	146.70	43,432.20
174	5/25/2025	579.64	144.77	42,852.56
175	6/25/2025	581.57	142.84	42,270.99
176	7/25/2025	583.51	140.90	41,687.48
177	8/25/2025	585.45	138.96	41,102.03
178	9/25/2025	587.40	137.01	40,514.63
179	10/25/2025	589.36	135.05	39,925.27
180	11/25/2025	591.33	133.08	39,333.94
181	12/25/2025	593.30	131.11	38,740.64
182	1/25/2026	595.27	129.14	38,145.37
183	2/25/2026	597.26	127.15	37,548.11
184	3/25/2026	599.25	125.16	36,948.86
185	4/25/2026	601.25	123.16	36,347.61
186	5/25/2026	603.25	121.16	35,744.36
187	6/25/2026	605.26	119.15	35,139.10
188	7/25/2026	607.28	117.13	34,531.82
189	8/25/2026	609.30	115.11	33,922.52
190	9/25/2026	611.33	113.08	33,311.19
191	10/25/2026	613.37	111.04	32,697.82
192	11/25/2026	615.42	108.99	32,082.40
193	12/25/2026	617.47	106.94	31,464.93
194	1/25/2027	619.53	104.88	30,845.40
195	2/25/2027	621.59	102.82	30,223.81
196	3/25/2027	623.66	100.75	29,600.15
197	4/25/2027	625.74	98.67	28,974.41
198	5/25/2027	627.83	96.58	28,346.58
199	6/25/2027	629.92	94.49	27,716.66
200	7/25/2027	632.02	92.39	27,084.64
201	8/25/2027	634.13	90.28	26,450.51
202	9/25/2027	636.24	88.17	25,814.27
203	10/25/2027	638.36	86.05	25,175.91
204	11/25/2027	640.49	83.92	24,535.42
205	12/25/2027	642.63	81.78	23,892.79
206	1/25/2028	644.77	79.64	23,248.02
207	2/25/2028	646.92	77.49	22,601.10
208	3/25/2028	649.07	75.34	21,952.03
209	4/25/2028	651.24	73.17	21,300.79
210	5/25/2028	653.41	71.00	20,647.38
211	6/25/2028	655.59	68.82	19,991.79

Loan Schedule for Account "Eagletail 2"

Pmt	Date	Principal	Interest	Balance
212	7/25/2028	657.77	66.64	19,334.02
213	8/25/2028	659.96	64.45	18,674.06
214	9/25/2028	662.16	62.25	18,011.90
215	10/25/2028	664.37	60.04	17,347.53
216	11/25/2028	666.58	57.83	16,680.95
217	12/25/2028	668.81	55.60	16,012.14
218	1/25/2029	671.04	53.37	15,341.10
219	2/25/2029	673.27	51.14	14,667.83
220	3/25/2029	675.52	48.89	13,992.31
221	4/25/2029	677.77	46.64	13,314.54
222	5/25/2029	680.03	44.38	12,634.51
223	6/25/2029	682.29	42.12	11,952.22
224	7/25/2029	684.57	39.84	11,267.65
225	8/25/2029	686.85	37.56	10,580.80
226	9/25/2029	689.14	35.27	9,891.66
227	10/25/2029	691.44	32.97	9,200.22
228	11/25/2029	693.74	30.67	8,506.48
229	12/25/2029	696.06	28.35	7,810.42
230	1/25/2030	698.38	26.03	7,112.04
231	2/25/2030	700.70	23.71	6,411.34
232	3/25/2030	703.04	21.37	5,708.30
233	4/25/2030	705.38	19.03	5,002.92
234	5/25/2030	707.73	16.68	4,295.19
235	6/25/2030	710.09	14.32	3,585.10
236	7/25/2030	712.46	11.95	2,872.64
237	8/25/2030	714.83	9.58	2,157.81
238	9/25/2030	717.22	7.19	1,440.59
239	10/25/2030	719.61	4.80	720.98
240	11/25/2030	720.98	2.40	0.00

Opening Date: 11/25/2010
 Loan Amount: 119,543.00
 Payment Amount: 724.41
 Current Interest Rate: 4.0%
 Original Length: 20 Years
 Payment Frequency: Monthly
 Compounding Period: Monthly

Payee: Eagletail Water
 Current Balance: 0.00
 Remaining Pmts: 240
 Final Pmt Date: 11/25/2030